

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SEATTLE HOME SHOW INC., a Washington corporation ) Civil Action No. )  
Plaintiff, ) COMPLAINT )  
v. )  
HSD, LLC, a foreign limited liability company )  
d/b/a HOMESHOW DAILY, and )  
HOMESHOW DAILY SEA LLC, a Washington )  
limited liability company )  
Defendants. )

## I. NATURE OF ACTION

1. This is an action for injunctive relief, damages and other relief based on defendants HSD, LLC d/b/a Homeshow Daily and Homeshow Daily Sea LLC's infringement and dilution of plaintiff Seattle Home Show Inc.'s trademarks, unfair competition, and injury to business reputation in connection with the Defendants' print, website, and radio advertising in violation of federal law and the law of the State of Washington.

## II. PARTIES

2. Plaintiff Seattle Home Show, Inc. ("Seattle Home Show") is a Washington corporation whose principal office is located in King County, WA.

**COMPLAINT - 1**

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1       3.    Defendant HSD, LLC d/b/a Homeshow Daily is a foreign limited liability  
 2 company headquartered in Boise, Idaho. HSD, LLC, through its subsidiaries and affiliates,  
 3 maintains showrooms in the State of Washington and the State of Utah.  
 4

5       4.    Defendant Homeshow Daily Sea LLC is a Washington limited liability company  
 6 with its registered agent in Kirkland, Washington, and its principal place of business in Seattle,  
 7 Washington.  
 8

### III. JURISDICTION AND VENUE

9       5.    This Court has subject matter jurisdiction because it is an action for federal  
 10 trademark infringement, and unfair competition under 15 U.S.C. §§1114, 1115 and 1125(a),  
 11 and injury to a business reputation. This is also a complaint for Trademark Dilution under  
 12 15 U.S.C. §1125(c). The Court's jurisdiction over this matter is further proper pursuant to 28  
 13 U.S.C. §§1331, and 1338 and 15 U.S.C. §1121. This Court has supplemental jurisdiction over  
 14 the state law claims herein pursuant to 28 U.S.C. §1337(a) because they involve use of the same  
 15 marks and are so related to the federal claims that they form part of the same case or  
 16 controversy and are derived from a common nucleus of operative facts.  
 17  
 18

19       6.    Venue is proper as HSD, LLC and Homeshow Daily Sea LLC have sufficient,  
 20 ongoing and systematic contacts with the State of Washington.  
 21

### IV. FACTUAL BACKGROUND

22       7.    For over 60 years, Seattle Home Show has been engaged in the business of  
 23 operating a trade show in the field of home building, remodeling and furnishing.  
 24

25       8.    Seattle Home Show markets and promotes its trade show under the trademarks  
 26 SEATTLE HOME SHOW, and SEATTLE HOME SHOW and design (hereinafter, the "SHS

1 Trademarks"). The SHS Trademarks are federally registered as US Trademark Registration No.  
 2 3,372,383, for the mark SEATTLE HOME SHOW (Standard Characters), in International Class  
 3 35, for "arranging and conducting trade shows in the field of home building, remodeling, and  
 4 furnishing," and US Trademark Registration No. 3,062,404, for the mark SEATTLE HOME  
 5 SHOW (Stylized with Design), in International Class 35 for "organizing, promoting and  
 6 conducting expositions and trade shows in the field of home building, remodeling and  
 7 furnishing."

9 9. Seattle Home Show is the sole owner of the SHS Trademarks. True and correct  
 10 copies of the federal registration certificates for the SHS Trademarks are attached as Exhibits 1  
 11 & 2 to the Declaration of Mike Kalian filed in support of Plaintiff's Memorandum in Support of  
 12 Motion for a Temporary Restraining Order (hereinafter, the "Mike Kalian Decl."). True and  
 13 correct copies of printouts obtained from the United States Patent and Trademark Office's  
 14 ("USPTO") Trademark Electronic Search System showing data for the registered SHS  
 15 Trademarks are attached as Exhibits 3 & 4 to the Mike Kalian Decl. The SHS Trademarks are  
 16 entitled to treatment under 15 U.S.C. § 1115.  
 17

18 10. SHS promotes its trade show under the SHS Trademarks to potential exhibitors,  
 19 which are suppliers of goods and services for residential homes and buildings (hereinafter also  
 20 referred to as "suppliers"), and to consumers of such goods and services. Exhibitors operate  
 21 exhibits at SHS's trade shows to promote the exhibitors' goods and services and SHS charges  
 22 fees to the exhibitors. SHS also charges consumers to attend the trade shows.  
 23

24 11. SHS conducts its widely attended trade shows once each year, with each show  
 25 lasting for several days or more, but spends significant resources promoting its upcoming trade  
 26

1 shows throughout the year in order to ensure a substantial number of exhibitors and in order  
2 help maintain significant consumer traffic in the large show spaces in which the trade shows  
3 take place. For example, each year, in at least the past seven (7) years, SHS has leased  
4 extensive show space in the Qwest Field Event Center, located at 800 Occidental Ave S,  
5 #100. Seattle, WA 98134, in which to operate its annual trade show. The show space is  
6 approximately three hundred thousand (300,000) square feet and capable of supporting almost  
7 five hundred (500) separate exhibits. In each of these past seven (7) years, and even before that  
8 time, thousands of consumers have attended SHS's trade show each day it is held.  
9

10       12. On information and belief, SHS's annual trade show is the nation's longest  
11 running and largest consumer trade show in the field of home products and services. SHS  
12 operated its first trade show in 1939 and has operated trade shows annually in the field of home  
13 products and services ever since that time, and has been operating and promoting its trade  
14 shows in connection with the trademark SEATTLE HOME SHOW (word) since at least as  
15 early as the year 1976.  
16

17       13. Throughout its existence, Seattle Home Show has invested time, money, and  
18 work in an effort to attach goodwill to its trademarks. To accomplish this, Seattle Home Show  
19 spent substantial sums developing, promoting, and advertising the trademarks found in its  
20 printed, online, and other media advertising to enable consumers to recognize Seattle Home  
21 Show's business and to avail themselves of Seattle Home Show's services and products.  
22

23       14. The SHS Trademarks have achieved a high level of favorable consumer  
24 recognition in the State of Washington and are associated with Seattle Home Show's services  
25 and products. Seattle Home Show has continuously used the SHS Trademarks in various forms  
26

1 and advertised and sold products and services bearing these marks throughout the State of  
2 Washington.

3 15. On or about August 24, 2009, Seattle Home Show became aware, through a  
4 newspaper advertisement in the Seattle Times newspaper, that the defendants, HSD, LLC d/b/a  
5 Homeshow Daily and Homeshow Daily Sea, LLC, were promoting an exhibit show room  
6 displaying exhibits representing various suppliers of home products and services under the  
7 trademarks, SEATTLE HOMESHOW DAILY and HOMESHOW SEATTLE DAILY (stylized  
8 with the design of a line drawing house).

9 16. On September 11, 2009, a principal of Seattle Home Show attended the Puyallup  
10 Fair with her family and personally observed a large advertising sign purporting to advertise  
11 "HOMESHOW SEATTLE DAILY".

12 17. On September 16, 2009, a friend of one of Seattle Home Show's principals  
13 heard a radio advertisement on radio station KOMO AM-1000, which advertisement included  
14 the statement, "If you are planning to remodel, don't wait for the Home Show, come to the  
15 Seattle Home Show Daily."

16 18. On September 22, 2009, Seattle Home Show received a telephone call from a  
17 SHS sponsor, Puget Sound Energy, inquiring as to why Seattle Home Show had not informed  
18 Puget Sound Energy of Seattle Home Show's business activity through SEATTLE  
19 HOMESHOW DAILY, when in fact, Seattle Home Show does not conduct business under the  
20 name, or in connection with the mark, SEATTLE HOMESHOW DAILY.

19. Since becoming aware of Defendants' infringing activities, for approximately one month, Seattle Home Show has repeatedly communicated with Defendants to demand that they cease and desist their activities.

20. Defendants, and each of them, have knowingly failed to cease and desist the promotion of Defendants' business under the mark "SEATTLE HOMESHOW DAILY", "SEATTLE HOME SHOW DAILY", and "HOMESHOW SEATTLE DAILY" (stylized with the design of a line drawing house).

**V. FIRST CLAIM FOR RELIEF  
FEDERAL TRADEMARK INFRINGEMENT**

21. Seattle Home Show incorporates by reference the statements and allegations in paragraphs 1 through 20.

22. HSD, LLC and Homeshow Daily Sea LLC's acts constitute multiple infringements of Seattle Home Show's trademarks in violation of 15 U.S.C. §§1114 and §1115. Defendants' publication and broadcasting of print advertising, signage, websites and radio advertising bearing Seattle Home Show's trademark marks have caused, and will continue to cause Seattle Home Show to suffer substantial injuries, loss of profits, and damage to its proprietary and exclusive rights to use and market products under the trademarks set forth in Exhibit A.

23. HSD, LLC and Homeshow Daily Sea LLC's acts of infringement with respect to these marks appear willful and reasonably calculated to constitute a pattern of infringement. Defendants have made profits by using these various trademarks.

24. By reason of Defendants' conduct, Defendants have caused, and unless enjoined by the Court, will continue to cause immediate and irreparable harm to Seattle Home Show to

1 which there is no adequate remedy at law, and for which Seattle Home Show is entitled to  
 2 injunctive relief.  
 3

4 **VI. SECOND CLAIM FOR RELIEF**  
**FEDERAL UNFAIR COMPETITION – FALSE DESIGNATION OF ORIGIN**

5 25. Seattle Home Show incorporates by reference the statements and allegations in  
 6 paragraphs 1 through 24.  
 7

8 26. HSD, LLC and Homeshow Daily Sea LLC's wrongful conduct constitutes unfair  
 9 competition in violation of 15 U.S.C. 1125(a).  
 10

11 27. HSD, LLC and Homeshow Daily Sea LLC used marks owned by Seattle Home  
 12 Show to create a false designation of origin of the home building, home remodeling and home  
 13 furnishing showroom products and services sold to consumers by the Defendants.  
 14

15 28. Seattle Home Show had no control over the nature and quality of the products  
 16 distributed by HSD, LLC and Homeshow Daily Sea LLC. Moreover, Seattle Home Show had  
 17 no control over the types of exhibitors who purchased the showroom products and opportunities  
 18 bearing Seattle Home Show's trademarks. Any product or service failures or quality issues  
 19 raised by consumers would reflect adversely on Seattle Home Show as consumers would  
 20 believe Seattle Home Show is the source of the origin of the products and services. As a result  
 21 of their own actions, the Defendants have hampered Seattle Home Show continued efforts to  
 22 protect Seattle Home Show's outstanding reputation for high quality.  
 23

24 29. Upon information and belief, HSD, LLC and Homeshow Daily Sea LLC's  
 25 intention was to profit from Seattle Home Show's product and brand reputation.  
 26

30. HSD, LLC and Homeshow Daily Sea LLC's acts appear willful and reasonably  
 calculated and constitute a pattern of infringement as the Defendants have infringed in multiple  
 27

methods of advertising and promotion, repeatedly and after repeated notices of infringement from Seattle Home Show.

31. By reason of the Defendants' conduct, the Defendants have caused, and unless enjoined by the Court, will continue to cause immediate and irreparable harm to Seattle Home Show to which there is no adequate remedy at law, and for which Seattle Home Show is entitled to injunctive relief.

**VII. THIRD CLAIM FOR RELIEF  
UNFAIR COMPETITION UNDER WASHINGTON STATE LAW**

32. Seattle Home Show incorporates by reference the statements and allegations in paragraphs 1 through 31.

33. HSD, LLC and Homeshow Daily Sea LLC's wrongful conduct constitutes unfair competition in violation of RCW 19.77., *et seq.*

34. HSD, LLC and Homeshow Daily Sea LLC used marks owned by Seattle Home Show to create a false designation of origin of the home building, home remodeling and home furnishing showroom products and services sold to consumers by the Defendants.

35. Seattle Home Show had no control over the nature and quality of the products distributed by HSD, LLC and Homeshow Daily Sea LLC. Moreover, Seattle Home Show had no control over the types of exhibitors who purchased the showroom products and opportunities bearing Seattle Home Show's trademarks. Any product or service failures or quality issues raised by consumers would reflect adversely on Seattle Home Show as consumers would believe Seattle Home Show is the source of the origin of the products and services. As a result of their own actions, the Defendants have hampered Seattle Home Show continued efforts to protect Seattle Home Show's outstanding reputation for high quality.

36. Upon information and belief, HSD, LLC and Homeshow Daily Sea LLC's intention was to profit from Seattle Home Show's product and brand reputation.

37. HSD, LLC and Homeshow Daily Sea LLC's acts appear willful and reasonably calculated and constitute a pattern of infringement as the Defendants have infringed in multiple methods of advertising and promotion, repeatedly and after repeated notices of infringement from Seattle Home Show.

38. By reason of the Defendants' conduct, the Defendants have caused, and unless enjoined by the Court, will continue to cause immediate and irreparable harm to Seattle Home Show to which there is no adequate remedy at law, and for which Seattle Home Show is entitled to injunctive relief.

**VIII. FOURTH CLAIM FOR RELIEF  
INJURY TO BUSINESS REPUTATION UNDER WASHINGTON STATE LAW**

39. Seattle Home Show re-alleges the allegations set forth in paragraph 1 through 38 as if fully set forth herein.

40. The acts complained of above are likely to injure Plaintiff's business reputation.

41. By reason of HSD, LLC and Homeshow Daily Sea LLC's conduct, HSD, LLC and Homeshow Daily Sea LLC have caused, and unless enjoined by the Court, will continue to cause immediate and irreparable harm to Seattle Home Show to which there is no adequate remedy at law, and for which Seattle Home Show is entitled to injunctive relief.

## IX. FIFTH CLAIM FOR RELIEF TRADEMARK DILUTION

42. Seattle Home Show re-alleges the allegations set forth in paragraphs 1 through  
41 as if fully set forth herein.

1  
2 43. HSD, LLC's and Homeshow Daily Sea LLC's use of the marks SEATTLE  
3 HOME SHOW DAILY, SEATTLE HOMESHOW DAILY and close variations thereof, to  
4 promote, market, or sell services, constitutes Trademark Dilution. HSD, LLC's and Homeshow  
5 Daily Sea LLC's intentional and willful dilution of the SEATTLE HOME SHOW registered  
6 trademark has caused and will continue to cause damages to Seattle Home Show, and is causing  
7 irreparable harm to Seattle Home Show, for which there is no adequate remedy at law.  
8

9 **X. PRAYER FOR RELIEF**

10 44. WHEREFORE, Seattle Home Show prays for the following relief:  
11

12 45. For a temporary restraining order enjoining and restraining HSD, LLC and  
13 Homeshow Daily Sea LLC and their respective agents, parent companies or entities, servants,  
14 employees, successors, and assigns, and all other persons acting in concert or conspiracy with  
15 HSD, LLC and Homeshow Daily Sea LLC or which are affiliated with HSD, LLC or  
16 Homeshow Daily Sea LLC, from engaging in the infringing, unfair and/or damaging acts  
17 complained of above;

18 46. For a permanent injunction enjoining and restraining HSD, LLC and Homeshow  
19 Daily Sea LLC and their respective agents, parent companies or entities, servants, employees,  
20 successors, and assigns, and all other persons acting in concert or conspiracy with HSD, LLC  
21 and Homeshow Daily Sea LLC or which are affiliated with HSD, LLC or Homeshow Daily Sea  
22 LLC, from engaging in the infringing, unfair and/or damaging acts complained of above;

23 47. For an Order requiring HSD, LLC and Homeshow Daily Sea LLC to deliver for  
24 destruction all offending materials under its possession, custody or control and to file with the  
25  
26

1 Court and serve on Seattle Home Show within thirty (30) days after entry of the injunction a  
2 report, in writing, under oath, setting forth in detail the manner and form in which HSD, LLC  
3 and Homeshow Daily Sea LLC have complied with the injunction;  
4

5 48. For an accounting of all sales of goods and services and the corresponding  
6 profits originating from use of infringing marks and unfair methods used by Defendants;

7 49. For judgment against HSD, LLC and Homeshow Daily Sea LLC in an amount to  
8 be proven at trial;

9 50. For an award of reasonable attorney fees and costs pursuant to 15,  
10 U.S.C. 1117;

12 51. For treble damages pursuant to 15, U.S.C. 1117; and

13 52. For such additional and further relief as the Court deems just and equitable.

15 DATED this 24<sup>th</sup> day of September, 2009.

16 PETERSON RUSSELL KELLY PLLC

18 By

19 Michael T. Callan, WSBA# 16237

20 David M. Bowman, WSBA # 28523

21 Attorneys for Seattle Home Show Inc.